

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JS-6

1 Upon consideration of the Settlement Agreement and Mutual Release (the
2 “Settlement Agreement”) entered into by, and among, Presidential Healthcare
3 Credit Corporation (“PHCC” or “Plaintiff”), a Georgia corporation, and White
4 Rabbit Partners, Inc., a Delaware corporation, Klean W. Hollywood LLC, a
5 California limited liability company, Klean Long Beach, WA, LLC, a Washington
6 limited liability company, Klean Astoria-OR, LLC, an Oregon limited liability
7 company, La Pine KTC, LLC, an Oregon limited liability company, Portland IOP,
8 LLC, an Oregon limited liability company, Klean Physicians Group, LLC, a
9 Washington limited liability company, KPG Oregon, LLC, an Oregon limited
10 liability company, KPG Astoria LLC, an Oregon limited liability company, and
11 KPG California, LLC, a California limited liability company, (collectively, the
12 “Borrowers”), Andrew Spanswick, Alan Jason Coe, Mark R. Honzel (the
13 “Individual Guarantors”), and Well In Mind, a California nonprofit corporation
14 White Rabbit Partners, LLC, a Nevada, Limited Liability Company and White
15 Rabbit Partners, LLC, a California Limited Liability Company, (the “Corporate
16 Guarantors” and collectively, with the Individual Guarantors the “Guarantors,”
17 and the Borrowers and the Guarantors, collectively, the “Defendants,”) and the
18 Declaration in Support of Entry of Stipulated Judgment submitted by Plaintiff,
19 which Declaration was filed on May 10, 2019, and states that Plaintiff has not
20 received the "Settlement Payment" as defined in the Settlement Agreement by the
21 due date of May 8, 2019, JUDGMENT IS HEREBY ENTERED IN FAVOR OF
22 PLAINTIFF AND AGAINST DEFENDANTS, JOINTLY AND SEVERALLY,
23 AS FOLLOWS:

24 Defendants are jointly and severally liable to Plaintiff and shall pay
25 Plaintiff the total amount of \$6,531,080.04 (the “Judgment Amount”), which is
26 comprised of the following amounts:

27 The amount of \$6,553,323.49 in principal, attorneys’ fees and costs
28 incurred by Plaintiff in seeking to enforce the Notes (as defined in the Settlement

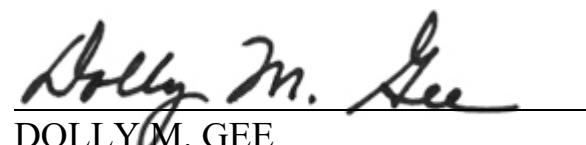
1 Agreement) executed by Defendants in favor of Plaintiff through March 15, 2019,
2 and interest thereon through February 28, 2019 owed under the Notes, less

3 \$22,243.45 in accounts receivable collections received by Plaintiff during
4 the Settlement Period as defined in the Settlement Agreement.

5 On or after May 9, 2019, Plaintiff is entitled to immediately surrender the
6 Lincoln National Life Insurance Policy (the “Lincoln National Policy”) issued to
7 Defendant Alan J. Coe and to receive the cash surrender value of the Policy from
8 Defendant Lincoln National Life Insurance Company (“Lincoln National”).
9 Lincoln National is hereby ordered to pay the cash surrender value of the Lincoln
10 National Policy to Plaintiff. The Judgment Amount shall be reduced by the
11 Lincoln National Policy cash surrender value when such amount is actually
12 received by Plaintiff.

13 IT IS SO ORDERED.

14
15 DATED: May 15, 2019


16 DOLLY M. GEE
17 UNITED STATES DISTRICT JUDGE
18
19
20
21
22
23
24
25
26
27
28